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## SUPPLEMENTAL DISCLAIMER

This Supplemental Disclaimer (“Disclaimer”) is issued by Knockout Services, LLC, a Tennessee limited liability company doing business as Knockout Firewood (“Company”). This Disclaimer is intended to supplement, and shall be read in conjunction with, the Company’s Master Terms & Conditions (“Master T&Cs”). In the event of any conflict, the Master T&Cs shall control.

### 1. PURPOSE AND SCOPE

This Disclaimer applies to all website visitors, customers, purchasers, and users (“Customer”) prior to, independent of, and in addition to formal acceptance of the Master T&Cs. This Disclaimer is designed to provide notice, allocate risk, and clarify expectations where the Master T&Cs may not yet be contractually binding.

### 2. PRE-CONTRACTUAL NOTICE AND RELIANCE

All information provided by Company, including but not limited to website content, marketing materials, verbal communications, estimates, and product descriptions, is provided for general informational purposes only.

Customer acknowledges that:

- (a) such information does not constitute a guarantee, representation, or warranty;
- (b) any reliance on such information occurs prior to contractual formation and is undertaken solely at Customer’s risk; and



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(c) no statement or communication shall create any obligation not expressly set forth in the Master T&Cs.

### 3. NATURAL PRODUCT VARIATION

Customer acknowledges that firewood is a natural product subject to inherent and uncontrollable variation, including but not limited to species composition, density, moisture levels, bark presence, shape, size, and burn characteristics.

Such variation is expected, commercially reasonable, and shall not constitute:

- (a) a defect;
- (b) nonconformity; or
- (c) grounds for rejection, refund, or claim.

### 4. PRE-USE RISK ACKNOWLEDGMENT

Prior to any use, Customer acknowledges that:

- (a) combustion of wood is an inherently hazardous activity;
- (b) fire behavior, smoke output, and burn performance are affected by numerous variables outside Company control, including but not limited to appliance condition, airflow, storage, and environmental conditions; and
- (c) Customer is solely responsible for evaluating suitability for intended use prior to ignition.

### 5. CUSTOMER-CONTROLLED CONDITIONS



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All conditions occurring after transfer of possession—including but not limited to storage environment, moisture exposure, pest interaction, stacking method, and proximity to structures—are exclusively within Customer’s control.

Company disclaims any responsibility for degradation, contamination, or altered performance resulting from such conditions.

## 6. VISUAL AND MARKETING REPRESENTATIONS

Customer acknowledges that all images, displays, samples, or marketing representations are illustrative in nature and may not reflect the exact characteristics of delivered Products due to the natural variability of wood and handling processes.

## 7. THIRD-PARTY AND ENVIRONMENTAL FACTORS

Company shall not be responsible for any outcomes influenced by third-party equipment, environmental conditions, or external variables, including but not limited to:

- (a) appliance defects or improper installation;
- (b) chimney or ventilation issues;
- (c) weather conditions, humidity, or altitude; or
- (d) user operation or maintenance practices.

## 8. WEBSITE FUNCTIONALITY AND AVAILABILITY



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Customer acknowledges that website access, content availability, and digital communications may be subject to interruption, delay, inaccuracy, or technical limitations beyond Company control. Company does not guarantee uninterrupted or error-free operation of its website or digital systems.

#### 9. NO EXPANSION OF LIABILITY

Nothing contained in this Disclaimer shall be construed to:

- (a) expand Company liability beyond that expressly limited in the Master T&Cs;
- (b) create any independent warranty, duty, or obligation; or
- (c) modify, waive, or supersede any provision of the Master T&Cs.

#### 10. INCORPORATION BY REFERENCE

This Disclaimer is hereby incorporated into, and made part of, all transactions, interactions, and engagements with Company to the fullest extent permitted by law.

#### 11. ACKNOWLEDGMENT

By accessing Company materials, requesting information, or engaging in any pre-transaction interaction, Customer acknowledges receipt of this Disclaimer and accepts its terms as a condition of further interaction with Company.

